

The Village of Northfield

REGULAR COUNCIL MEETING

Agenda – January 11, 2017

Pledge of Allegiance

Call to Order; Roll Call; Approval of Minutes

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Brad Bryan, Law Director

Department Heads:

Lt. Jamie Mackie, Officer in Charge
Jason Buss, Fire Chief
Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission
Mayor Nehez, Recreation Board
Beatrice Greenlee, Cemetery Board

Reports of Standing Committees:

Nicholas Magistrelli, Finance
James Daugherty, Roads/Public Works
Renell Noack, Health and Welfare
Gary Vojtush, Wages and Working Conditions
Jennifer Domzalski, Fire and Safety
Alan Hipps, Buildings and Grounds

Legislation:

2017-01 – An Emergency Ordinance Authorizing the mayor to Enter into a Tax Credit Agreement with Northfield Park Associates, LLC. (Third Reading)

2017-02 – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Joseph Zemek as a Full-Time Lieutenant with the Fire Department (First Reading)

2017- 03 – An Emergency Resolution Authroizing the Mayor to Enter into a Memorandum of Understanding with the City of Macedonia for the Boarding of Prisoners (First Reading)

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD ORDINANCE NO. 2017-01

**AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
TAX CREDIT AGREEMENT WITH NORTHFIELD PARK ASSOCIATES LLC**

WHEREAS, the Village has encouraged, and desires to encourage in the future, the creation and retention of job opportunities within the Village; and

WHEREAS, Northfield Park Associates LLC ("HRRNP") has constructed a 200,000 square foot facility (the "Rocksino") in the Village, as authorized by the State of Ohio, with building costs (excluding soft costs) of at least \$150,000,000, has brought an additional 1,000 full and part-time jobs and \$25,000,000 in annual payroll to the Village, has retained hundreds of full and part-time jobs at the racetrack and thousands of jobs through racing opportunities and purses for horsemen, and brings millions of visits to the Village each year, which has resulted in the Village receiving millions of dollars of taxes related to gaming winnings, payroll taxes, admission taxes, and other revenues and has had an overall positive ancillary effect on businesses and property values in the Village, all without HRRNP having received to date, any significant economic incentives or assistance from the Village for which the Village has not been repaid from racino host community payments received from the State of Ohio and/or HRRNP; and

WHEREAS, HRRNP has received overtures and has opportunities to relocate part or all of the Rocksino and/or build other existing or new facilities outside of the Village; and

WHEREAS, due to the nature of HRRNP's business, HRRNP is and will be required to make significant capital investments in its facilities and business in order to stay competitive in its industry, maintain or increase its employment levels, and generate or increase its current level of tax revenues paid to the Village; and

WHEREAS, the Village desires to provide certain tax credits to HRRNP in order to assist HRRNP in making the capital investments required to stay competitive, maintain or increase its employment levels, and generate or increase its current level of withholding tax revenues and in return for certain guarantees to keep the Rocksino facility in the Village and maintain a specified annual withholding tax threshold (which is in addition to the significant other taxes, revenues, and benefits the Village receives from HRRNP) for the term of this Agreement; and

WHEREAS, Ohio Revised Code ("R.C.") Section 718.151 authorizes the Village to enter into a tax credit agreement with HRRNP for the purpose of fostering job retention in the Village; and

WHEREAS, the Village is aware of HRRNP's past principal capital investment and the amount of the withholding tax and other tax payments HRRNP has made to the Village since the Rocksino opened; and

ORDINANCE NO. 2017-01
PAGE TWO

WHEREAS, the Village desires to enter into the attached Agreement on the basis that HRRNP has demonstrated that it is qualified by financial responsibility and business experience to preserve and maintain the employment opportunities it has provided in and the revenue streams it has provided to the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That pursuant to R.C. 718.151, Council hereby authorizes the Mayor to enter into the attached Tax Credit Agreement, which effective date is retroactive to January 1, 2017.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Ordinance were taken in meetings open to the public in compliance with law.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with preserving jobs and encouraging capital investment in the Village, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

Tricia Ingrassia, Clerk of Council

TAX CREDIT AGREEMENT

This Tax Credit Agreement (this "Agreement") is made and entered into by and between the **VILLAGE OF NORTHFIELD, OHIO**, a municipal corporation which address is 10455 Northfield Road, Northfield, Ohio 44067 (the "Village") and **NORTHFIELD PARK ASSOCIATES LLC**, an Ohio limited liability company which address is 10705 Northfield Road, Northfield, Ohio 44067 ("HRRNP"), collectively referred to as "the parties."

WITNESSETH:

WHEREAS, the Village has encouraged, and desires to encourage in the future, the creation and retention of job opportunities and capital investment within the Village; and

WHEREAS, HRRNP has constructed a 200,000 square foot facility (the "Rocksino") in the Village, as authorized by the State of Ohio, with building costs, furniture, fixtures and equipment, other operating supplies and equipment (excluding soft costs) of at least \$150,000,000.00, has brought more than an additional 1,000 full and part-time jobs and \$25,000,000.00 in annual payroll to the Village, retained hundreds of full and part-time jobs at the racetrack and thousands of jobs through racing opportunities and purses for horsemen, and brings millions of visits to the Village each year, which has resulted in the Village receiving millions of dollars in taxes related to gaming winnings, payroll taxes, admission taxes and other revenues and has had an overall positive ancillary effect on businesses and property values in the Village, all without HRRNP having received to date, any significant economic incentives or assistance from the Village for which the Village has not been repaid from racino host community payments received from the State of Ohio and/or HRRNP; and

WHEREAS, HRRNP has received overtures and has opportunities to relocate part or all of the Rocksino and/or build other existing or new facilities outside of the Village; and

WHEREAS, due to the nature of HRRNP's business, HRRNP is and will be required to make significant capital investments in its facilities and business in order to stay competitive in its industry, maintain or increase its employment levels, and generate or increase its current level of tax revenues paid to the Village; and

WHEREAS, the Village desires to provide certain tax credits to HRRNP in order to assist HRRNP in making the capital investments required to stay competitive, maintain or increase its employment levels, and generate or increase its current level of withholding tax revenues and in return for certain guarantees specified herein to keep the Rocksino facility in the Village and maintain a specified annual withholding tax threshold (which is in addition to the significant other taxes, revenues and benefits the Village receives from HRRNP) for the term of this Agreement; and

WHEREAS, Ohio Revised Code ("R.C.") Section 718.151 specifies as follows:

A municipal corporation, by ordinance, may grant a refundable or nonrefundable credit against its tax on income to a taxpayer for the purpose of fostering job retention in the municipal corporation. If a credit is granted under this section, it shall be measured as a

percentage of the income tax revenue the municipal corporation derives from the retained employees of the taxpayer, and shall be for a term not exceeding fifteen years. Before a municipal corporation passes an ordinance allowing such a credit, the municipal corporation and the taxpayer shall enter into an agreement specifying all of the conditions of the credit.

and

WHEREAS, the Village is aware of HRRNP's past principal capital investment and the amount of the withholding tax and other tax payments HRRNP has made to the Village since the Rocksino opened; and

WHEREAS, the Village desires to enter into this Agreement on the basis that HRRNP has demonstrated that it is qualified by financial responsibility and business experience to preserve and maintain the employment opportunities it has provided in and the revenue streams it has provided to the Village; and

WHEREAS, pursuant to R.C. Section 718.151, Village Council has adopted Ordinance No. 2017-01 authorizing the within Agreement and the Mayor to execute the Agreement on behalf of the Village.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1. Definitions. As used in this Agreement:

"Annual Withholding Taxes" means the aggregate municipal withholding taxes paid by HRRNP to the Village with respect to HRRNP employees, horsemen, and gaming winnings in a calendar year as set forth in Sections 2 and 4 of this Agreement, which shall include all municipal employee withholding taxes generated by employees of the Racino and Rocksino, all racetrack purse withholdings, and all gaming winning withholdings.

"Annual Withholding Tax Requirement" means the minimum Annual Withholding Taxes in a calendar year as set forth in Section 4 of this Agreement.

"Net Profit Tax" means tax on a net gain from the operation of HRRNP's business, enterprises, or other activities as defined in the Village's Business Regulation and Taxation Code.

"Racino" means an entity that conducts live horse racing and simulcasting and is licensed or permitted by the State of Ohio to have video lottery terminals.

"Rocksino" means HRRNP's gaming facility, which is presently located at 10777 Northfield Road, Northfield, Ohio 44067, that is licensed or permitted by the State of Ohio to have video lottery terminals.

"RITA" means Regional Income Tax Agency.

"Tax Credit" means the tax credit described in Section 2 of this Agreement.

"Term" means fifteen years, beginning on January 1, 2017 and ending on December 31, 2031 with the understanding that the Agreement is limited to a total of 15 consecutive years of tax liability.

"Total Tax Credits" means the sum of the Tax Credits claimed by HRRNP throughout the Term or any portion of the Term, as the context may warrant.

Section 2. Tax Credits. During the Term of this Agreement and subject to the terms and conditions contained in this Agreement, the Village hereby grants to HRRNP a nonrefundable, nontransferable Tax Credit each calendar year in the maximum amount of 100% of the Annual Withholding Taxes paid by HRRNP to the Village in the year prior to any calendar year in which a Tax Credit is taken, provided, however, that such tax credit may only be utilized as a credit toward any Net Profit Taxes owed to the Village by HRRNP in any calendar year over and above \$300,000.00 and only at the time or after at least \$300,000.00 in Net Profit Taxes are paid to the Village for the calendar year in which the credit is utilized. This Agreement shall include any Tax Credit applicable for calendar year 2016 of which a final Net Profit Tax return is due and a final Net Profit Tax is paid after the commencement of this Agreement. Unused portions of any Tax Credit for a calendar year may not be carried forward for a subsequent year to act as a credit against any Net Profit Taxes owed for the subsequent year. No Tax Credit shall be effective in any year until such time as HRRNP has paid all Net Profit Taxes due with respect to previous years taking into account the Tax Credits provided by this Agreement.

Section 3. Requirement to Keep Rocksino Facility in the Village. During the first five (5) years of this Agreement, HRRNP shall be prohibited from relocating all or part of the Rocksino outside of the municipal corporate limits of the Village as a condition of receiving the Tax Credit provided for in this Agreement. If HRRNP relocates all or part of the Rocksino outside of the corporate limits of the Village during the first five (5) years of the Term of this Agreement, HRRNP shall be required to repay to the Village 100% of the Total Tax Credits received from the Village pursuant to this Agreement as of the date all or part of the Rocksino is relocated outside of the corporate limits of the Village, and the Tax Credit and this Agreement shall be deemed terminated as of that date. After the first five (5) years of the Term of this Agreement, HRRNP shall reserve the unqualified right to relocate all or part of the Rocksino outside of the corporate limits of the Village without having to repay any Tax Credits received from the Village.

Section 4. Annual Withholding Tax Requirement. During the Term of this Agreement, HRRNP shall be required to maintain a minimum Annual Withholding Tax Requirement threshold of at least \$1,500,000.00 in the Village. If HRRNP fails to comply with the Annual Withholding Tax Requirement in any one calendar year during the Term of this Agreement, HRRNP's tax credit may only be utilized as a credit toward any Net Profit Taxes owed to the Village by HRRNP in any calendar year over and above the sum of \$300,000.00 plus the lesser of: (a) the difference between the minimum Annual Withholding Tax Requirement and the actual Annual Withholding Taxes paid; or (b) the percentage difference between the Annual Withholding Tax Requirement and the Annual Withholding Taxes multiplied by the total amount of Net Profit Taxes owed by HRRNP over and above \$300,000.00.

Section 5. Certification as to Payment of Taxes and Requirement to Pay Taxes. HRRNP certifies that at the time this Agreement was executed, to the best of HRRNP's actual knowledge,

HRRNP does not owe any delinquent real estate, service payments in lieu of taxes, income, withholding, admissions, parking, or other taxes to the Village (except for payments that may be due but not yet payable). For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the Village's Business Regulation and Taxation Code or Ohio Revised Code. The Village shall immediately notify HRRNP in writing if at any time the Village believes any applicable taxes or payments are delinquent. The Village and HRRNP agree to work in good-faith to resolve any issues relative thereto. HRRNP shall not be entitled to any Tax Credit pursuant to this Agreement while any delinquent taxes or service payments in lieu of taxes owed to the Village remain unpaid or undisputed with the Village's tax administration provider. However, all such Tax Credits shall continue to accrue and shall be provided to HRRNP once any delinquent taxes (unpaid or disputed) are paid.

Section 6. Issuance of Certificate of Eligibility for Tax Credit. No later than January 15 of 2017 and February 28 of each subsequent year during the Term of this Agreement, the chief executive officer, chief financial officer, or any other officer of HRRNP authorized to sign tax returns of HRRNP shall certify to the Village that it is not delinquent on the payment of any real estate, service payments in lieu of taxes, income, withholding, admissions, parking, or other taxes to the Village (except for those payments that may be disputed by HRRNP). Thereafter, the Village shall confirm with its tax administration provider that HRRNP is not delinquent on or disputing the payment of all Net Profit Taxes and other taxes listed in this Agreement payable to the Village and the Annual Withholding Tax Requirement was satisfied for the prior calendar year. If there are no delinquent taxes and the Annual Withholding Tax Requirement threshold amount has been met, the Village shall issue to HRRNP, and provide a copy to the Village's tax administration provider, a certificate of eligibility for tax credit permitting HRRNP to receive the Tax Credit provided by this Agreement toward Net Profit Taxes owed during the calendar year in which the certificate of eligibility for tax credit is issued, whether such Net Profit Taxes owed during that calendar year represent one or more years of profit, which credit shall not be unreasonably conditioned or delayed by the Village.

Section 7. Non-Discriminatory Hiring. By executing this Agreement, HRRNP is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

Section 8. Transfer and Assignment. This Agreement is not transferable or assignable without the express written approval of the Village, which consent shall not be unreasonably withheld, conditioned or delayed. The Village acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary, or affiliate of HRRNP or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee agrees to assume this Agreement and provides the Village with a letter of acknowledgement stating: (a) that the proposed transferee agrees and accepts the terms and conditions as contained herein; and (b) that the proposed transferee has the financial responsibility and business expertise to operate the Rocksino.

Section 9. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents, or approvals given, required, or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement; or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed as follows:

If to the Village, to: Village of Northfield
10445 Northfield Road
Northfield, Ohio 44067
Attn: Tricia Ingrassia, Director of Finance

With a copy to: Bradric T. Bryan, Dir of Law
Goodwin & Bryan, LLP
22050 Mastick Road
Fairview Park, Ohio 44126

If to HRRNP, to: Brock Milstein, Chairman, CEO and President
Northfield Park Associates, LLC
10705 Northfield Road
Northfield, Ohio 44067

With a copy to: Kenneth J. Fisher, Esq.
Kenneth J. Fisher Co., L.P.A.
2100 Terminal Tower
50 Public Square
Cleveland, Ohio 44113

Section 10. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the fullest extent permitted by law.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, negotiations, or discussions, whether written or oral. No amendment to this Agreement shall be binding unless executed in writing by both parties.

Section 12. No Pledge of Tax Revenues. Nothing in this Agreement shall constitute a pledge of the Village's tax revenues in violation of Article VIII, Section 13 of the Ohio Constitution.

Section 13. Effectiveness of Agreement. This Agreement shall be of no force and effect unless and until the following take place, at which point this Agreement shall be in effect immediately: (i) this Agreement is fully executed by representatives of both parties who have been duly authorized to execute this Agreement; and (ii) Village Council passes an Ordinance authorizing this Agreement, and the Ordinance takes effect.

Section 14. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. Signatures or counterparts delivered by email, facsimile or other electronic means shall be deemed binding originals.

Section 15. Extent of Covenants: No Personal Liability. All covenants, obligations, and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the Village or HRRNP other than in his or her official capacity, and neither the members of the Village Council nor any official executing this Agreement on behalf of the Village nor any present or future member, director, officer, agent, or employee of HRRNP executing this Agreement on behalf of HRRNP shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the Village and HRRNP contained in this Agreement.

Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes, and other matters in question between the Village, its agents and employees, and HRRNP, its employees and agents, arising out of or relating to this Agreement or its breach will be venued and decided in a court of competent jurisdiction within Summit County, Ohio.

Section 17. Change in Municipal Income Tax Administration. Effective January 1, 2017, the Village tax administration provider changed from the Central Collection Agency to RITA. In the event the Village's municipal tax administration is shifted in the future from RITA to the Village or to another income tax administration provider, including, but not limited to, the Ohio Tax Commissioner, whether through voluntary action by the Village or otherwise, HRRNP and the Village shall amend this Agreement, if necessary, to provide HRRNP and the Village with benefits, obligations, rights, responsibilities, protections, and procedures that are as close as reasonably possible to those set forth in this Agreement.

Section 18. Dispute Resolution. In the event of a dispute hereunder, and upon provision of written notice to the other party as provided herein, the parties hereto agree to work in good-faith to resolve such dispute. In the event that such dispute is not resolved within sixty (60) days

of the date of receipt of the required written notice, the parties hereto agree to submit such dispute to nonbinding mediation prior to the initiation of any legal action. The mediator shall be jointly chosen in good-faith by the parties, with the parties to equally share in the costs thereof.

IN WITNESS WHEREOF, the Village of Northfield, Ohio, by Jesse J. Nehez, its Mayor, and Northfield Park Associates LLC, by Brock Milstein, its Chairman, CEO and President, hasve caused this Tax Credit Agreement to be executed on the date indicated after their signatures:

VILLAGE OF NORTHFIELD

By: _____

Print: _____

Its: _____

Date: _____

Approved as to legal form:

NORTHFIELD PARK ASSOCIATES LLC

By: _____

Print: _____

Its: _____

Date: _____

Bradric T. Bryan, Director of Law, Village of Northfield

Date: _____

VILLAGE OF NORTHFIELD RESOLUTION NO. 2017-02
AN EMERGENCY RESOLUTION CONFIRMING THE MAYOR/DIR. OF PUBLIC
SAFETY'S APPOINTMENT OF JOSEPH ZEMEC AS A FULL-TIME LIEUTENANT
WITH THE FIRE DEPARTMENT

WHEREAS, Council recently created the position of Full-time Lieutenant with the Fire Department; and

WHEREAS, Joseph Zemec was appointed to the position of Lieutenant with the Fire Department on July 10, 2013, while he was a Part-time member of the Department; and

WHEREAS, Joseph Zemec meets the requirements for promotion to the position of Full-Time Lieutenant with the Fire Department; and

WHEREAS, Council desires to confirm the Mayor/Director of Public Safety's appointment of the above individual as a Full-Time Lieutenant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Joseph Zemec as a Full-Time Lieutenant with the Northfield Village Fire Department is hereby and herein confirmed, retroactive to January 1, 2017.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2017-03
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MACEDONIA FOR THE
BOARDING OF PRISONERS

WHEREAS, the Village is required to have or contract for facilities to confine prisoners convicted of violations of state law or local ordinance, or who are waiting for hearing or trial on such violations; and

WHEREAS, the Village has contracted with the City of Macedonia to provide jail services to the Village since 2006; and

WHEREAS, the Village's agreement with the City of Macedonia for the boarding of prisoners permits Macedonia to adjust the daily boarding rates as of January 1 of each year; and

WHEREAS, the rate for 2017 has been set at \$95 per day; and

WHEREAS, Council desires to authorize the Mayor to enter into a memorandum of understanding with the City of Macedonia to provide such services to the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Memorandum of Understanding with the City of Macedonia setting forth the daily rate for the boarding of prisoners at \$95 per day.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the protection of the public and the operation of a municipal department, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

Tricia Ingrassia, Clerk of Council

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MACEDONIA,
OHIO AND THE VILLAGE OF
NORTHFIELD, OHIO

WHEREAS, the Village of Northfield, Ohio ("Northfield") has entered into an "Agreement for the Boarding of Prisoners" ("Agreement") with the City of Macedonia, Ohio ("Macedonia") (collectively referred to as "Parties") for the confinement of Northfield's prisoners convicted of violations of state law or local ordinance, or who are awaiting hearing or trial of any of those violations;

WHEREAS, the parties recognize that the cost to Macedonia of providing such service to Northfield have increased, such that it is now necessary to reflect those increased costs in the Agreement between Macedonia and Northfield, as this increase is necessary to allow Macedonia to continue providing such services; and

NOW THEREFORE, Macedonia and Northfield have reached the following understanding concerning their joint and respective interests touching upon their desire for Macedonia to continue providing jail services to Northfield.

Section 1. The Parties agree that the basic cost paid by Northfield to Macedonia for providing for the feeding, supervising, confining and boarding of each Northfield prisoner as set forth in the Agreement at Section II, "Payment for Confinement Services," shall increase from Eighty Five Dollars (\$85.00) per day to Ninety Five Dollars (\$95.00) per day effective January 1, 2017.

Section 2. The Parties agree that, aside from the increase in cost from Eighty Five Dollars (\$85.00) per day to Ninety Five Dollars (\$95.00) per day per prisoner, all other terms and conditions of the Agreement between Macedonia and Northfield shall not otherwise be affected by this Memorandum of Understanding, and shall remain in full force and effect consistent with its terms.

IN WITNESS WHEREOF, WE HAVE SIGNED AS REPRESENTATIVES OF
OUR RESPECTIVE ENTITIES ON THIS _____ DAY OF _____, 2016

CITY OF MACEDONIA, OHIO

VILLAGE OF NORTHFIELD,
OHIO

Joseph Migliorini, Mayor

Jesse J. Nehez, Mayor

Approved as to form:

Approved as to form:

Mark V. Guidetti, Director of Law